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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA81111207286028T
Certificate Issued Date	:	19-Mar-2021 05:19 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ MAHALAKSHMI/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08362293661548 75T
Purchased by	:	B N SOMASHEKAR BNS CONSTRUCTIONS
Description of Document	:	Article 12 Bond
Description	:	TENDER AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER SWD DASARAHALLI
Second Party	:	B N SOMASHEKAR BNS CONSTRUCTIONS
Stamp Duty Paid By	:	B N SOMASHEKAR BNS CONSTRUCTIONS
Stamp Duty Amount(Rs.)	:	5,000 (Five Thousand only)

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SSDCL

Please write or type below this line

BRUHAT BANGALORE MAHANAGARA PALIKE

Agreement No: BBMP/EE/SWD-DHZ/VV/03/2020-21

This agreement, made on **24th Wednesday of March 2021** between **The Executive Engineer, SWD-Dasarahalli zone, Bruhat Bangalore MahanagaraPalike, 9th floor, Jayanagara shopping complex, 4th block, Jayanagara, Bangalore-560011**(here in after called "the Employer") of the one part and Sri.B.N.Somashekhar, No-134/1, 2nd main road, near Narasimha residency, Sheshadri puram, Bangalore-560020, (Hereinafter called "the Contractor") of the other part.

Executive Engineer (SWD)
Dasarahalli Zone, BBMP

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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Whereas the Employer is desirous that the Contractor execute the work of **Construction of SWD U-shape drain at Abbigere Police station road to juice factory in ward No-12 amounting Rs 609.75 lakhs** amounting based on PWD CSR of 2018-19 (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of **Rupees 6,54,94,016.75 (Excluding GST) (Rupees Six Crore fifty four lakhs ninety four thousand sixteen and paisa seventy five only)** which is 7.41% **above** the sanctioned estimate amount put to tender of **Rs.6,09,75,024.66 (as per 2018-19CSR).**

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);

a	Total value of the work as detailed in Annexure	:	**Rupees 6,54,94,016.75 (Excluding GST) (Rupees Six Crore fifty four lakhs ninety four thousand sixteen and paisa seventy five only)** which is 7.41% **above** the sanctioned estimate amount put to tender of **Rs.6,09,75,024.66 (as per 2018-19CSR).**
b	Amount of Earnest Money Deposit	:	**Rs. 09.15 lakhs (02.00 Lakhs through e-payment & Rs.07.15 Lakhs in the form of BG or Rs.09.15 Lakhs through e-payment) in** favour of Commissioner, BBMP
c	Time of Completion	:	**6 Months** inclusive of Monsoon period from the date of handing over of the site from BBMP to Contractor.
d	Bank Guarantee/ Security Deposit (3% of Contract Value)	:	**Rs 20,00,000.00 (Rupees Twenty lakhs only)** submitted in the form of **FDR No KA 0015429** which cover from **19.03.2021 to 19.03.2023 from Bank of India, Sheshadripuram Branch, Bangalore**
e	Period of Maintenance	:	36 Months from the date of issue of completion certificate by Competent Authority of BBMP.

   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of: Commissioner, Bruhat Bengaluru MahanagaraPalike was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said: Executive Engineer, SWD, South

Binding Signature of Employer .....

Executive Engineer (SWD)
Dasarahalli Zone,BBMP

Binding Signature of Contractor .....

Witnesses

1.

2.

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